



100 North Charles Street
Baltimore, MD 21201

RECORDATION NO. 15793-F Filed 1425

SEP 9 1987 - 2:50 PM

INTERSTATE COMMERCE COMMISSION
Law Department
CSX Equipment Group

RECORDATION NO. 15793-F Filed 1425

SEP 9 1987 - 2:50 PM

INTERSTATE COMMERCE COMMISSION

September 4, 1987

RECORDATION NO. 15793-D No. Filed 1425

SEP 8 1987

Date.....

Fee \$ 20.00

Ms. Noretta R. McGee, Secretary
Interstate Commerce Commission
12th Street & Constitution Avenue
Washington, DC 20423

SEP 9 1987 - 2:50 PM

INTERSTATE COMMERCE COMMISSION

Washington, D. C.

7-2524010

Dear Ms. McGee:

Re: Documents for Recordation
49 USC §11303

I have enclosed an original and copies of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

(A) The first document, identified as "Memorandum of Lease of Railroad Equipment" dated June 25, 1987, is a memorandum of a lease, a copy of which is attached, and is a primary document.

The names and addresses of the parties to the first document are as follows:

Lessor: HM Joint Venture, a Kentucky joint venture
c/o Helms Equipment Leasing Corporation
One Embarcadero Center
San Francisco, CA 94111

Lessee: CSX Transportation, Inc.
Attn: Treasury Department
100 North Charles Street
Baltimore, MD 21201

SEP 9 2 43 PM '87
ICC OFFICE OF
THE SECRETARY
MOTOR OPERATING UNIT

A description of the equipment covered by the first document follows:

Ninety-nine 100-ton open top hopper cars, all having AAR mechanical designation H450 and having reporting marks SOCX 17100-17127 and SOCX 17129-17199.

(B) The second document, identified as "Memorandum of Non-Recourse Note and Security Agreement" dated June 25, 1987, is a memorandum of a note/agreement, a copy of which is attached and a Consent and Agreement, all of which is also considered to be a primary document regarding the identical equipment.

Ms. Noreta R. McGee
September 4, 1987
Page 2

The names and addresses of the parties to the second document are as follows:

Debtor: HM Joint Venture, A Kentucky joint venture
c/o Helm Equipment Leasing Corporation
One Embarcadero Center
San Francisco, CA 94111

Secured Party: First National Bank of Louisville
P.O. Box 36000
Louisville, KY 40233

Acknowledging
Party: CSX Transportation, Inc.
Attn: Treasury Department
100 North Charles Street
Baltimore, MD 21201

A description of the equipment covered by the second document follows:

Ninety-nine 100-ton open top hopper cars, all having AAR mechanical designation H450 and having reporting marks SOCX 17100-17127 and SOCX 17129-17199.

An original and seven copies of both documents are enclosed. Please cross reference these documents with each other and with the documents bearing ICC recordation Numbers 15193 and 15193-A, both of which were filed March 27, 1987. After filing, please return the originals and all extra copies of the documents to me at the following address:

John W. Humes, Jr.
Senior Counsel
CSX Transportation
100 North Charles Street
Baltimore, MD 21201

A check in the amount of \$20.00 for the total filing fee of both documents is enclosed.

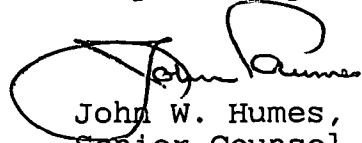
A short summary of each document follows:

A. The First Document: A memorandum of a lease between HM Joint Venture, c/o Helm Equipment Leasing Company, One Embarcadero Center, San Francisco, California, as Lessor and CSX Transportation, Inc., 100 North Charles Street, Baltimore, MD 21201, as Lessee, covering ninety-nine 100-ton open top hopper cars.

Ms. Noreta R. McGee
September 3, 1987
Page 3

B. The Second Document: A note/agreement between HM Joint Venture, c/o Helm Equipment Leasing Company, One Embarcadero Center, San Francisco, CA 94111, Debtor, First National Bank of Louisville, P.O. Box 36000, Louisville, KY 40233, as Secured Party; and CSX Transportation, Inc., Attn: Finance Department, 100 North Charles Street, Baltimore, MD 21201, as Acknowledging Party; covering ninety-nine 100-ton open top hopper cars.

Very truly yours,

A handwritten signature in dark ink, appearing to read "John W. Humes, Jr.", is written over a circular stamp or seal.

John W. Humes, Jr.
Senior Counsel

JWH/plb

Enclosures

interstate commerce commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

9/10/87
9/1/87

John W. Humes, Jr.
Senior Counsel
CSX Transportation
100 North Charles Street
Baltimore, MD. MD. 21201

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/9/87 at 2:50pm, and assigned recordation number(s). 15193-D, 15193-E & 15193-F

Sincerely yours,

Noreta R. McGee
Secretary

Enclosure(s)

You had 3 document for filing, each different document is \$10.
For each document you are filing you should mention it in your Transmittal letter.

Mr. Lee
Comptroller of the Treasury

SE-30
(7/79)

MEMORANDUM OF
FIRST SUPPLEMENT TO LEASE OF RAILROAD EQUIPMENT

RECORDATION NO. 15793-0
SEP 9 1987 - 2:50 PM
INTERSTATE COMMERCE COMMISSION

THIS MEMORANDUM OF LEASE OF RAILROAD EQUIPMENT is intended to evidence the First Supplement to Lease of Railroad Equipment, dated as of June 25, 1987 (the "Supplement") between HM Joint Venture, a Kentucky joint venture (the "Lessor") and CSX Transportation, Inc., a Virginia corporation (the "Lessee"), for the purposes of satisfying the requirements of recordation with the Interstate Commerce Commission under Section 49 U.S.C. 11303. The Lessor is the owner of ninety-nine (99) 100-ton bottom dump coal hopper cars more fully described in Annex A hereto (the "Cars"). The Lessee leased from the Lessor all the Cars at the rentals and upon the terms and conditions provided in the Supplement, attached hereto as Annex B.

IN WITNESS WHEREOF, the Lessor and the Lessee, each pursuant to due authority, have executed this Memorandum of First Supplement to Lease as of this 25 day of June, 1987.

"Lessor"

HM JOINT VENTURE

BY: HELM EQUIPMENT LEASING
CORPORATION

Attest:

Title: PRES

By: Dwight R. Ellis

Title: VP

"Lessee"

CSX TRANSPORTATION, INC.

Attest:

Title: Chief Corporate Secretary

By: VP

Title: VP - CSX Equipment

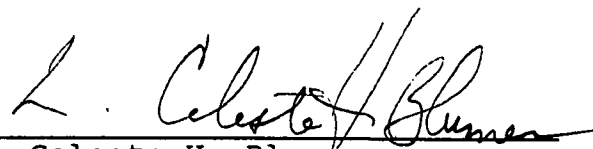
STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

AFFIDAVIT

I, L. Celeste H. Blumer, being first duly sworn, depose and say:

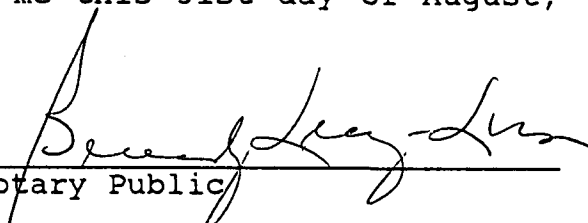
1. I am an attorney, licensed to practice in the State of California.

2. I have reviewed the attached copy of the First Supplement to Lease of Railroad Equipment dated as of June 25, 1987 and compared said copy with the original document and found the copy to be complete and indetical in all respects to the original document.



L. Celeste H. Blumer

Subscribed and sworn to before me this 31st day of August, 1987 at San Francisco, California.



Notary Public

[SEAL]



FIRST SUPPLEMENT TO LEASE OF RAILROAD EQUIPMENT

THIS FIRST SUPPLEMENT TO LEASE OF RAILROAD EQUIPMENT is entered into as of this 25 day of June, 1987, by and between HM JOINT VENTURE, a joint venture organized under the laws of the State of Kentucky (hereinafter called the "Lessor") and CSX TRANSPORTATION, INC., a Virginia corporation (hereinafter called the "Lessee").

WHEREAS, the Lessor and the Lessee entered into a Lease of Railroad Equipment, dated as of February 16, 1987 (the "Lease"). Unless otherwise defined herein, terms used herein which are defined in the Lease have the same meanings herein;

WHEREAS, the Lessor and the Lessee desire to clarify status of Lessee and add certain Cars, more fully described in Schedule A-1 referred to hereinafter, to the Lease;

WHEREAS, the Cars will be subject to certain terms different than those in the Lease;

NOW, THEREFORE, in consideration of the premises and of the rentals to be paid and the covenants hereinafter mentioned to be kept and performed by the Lessee, the Lessor hereby leases the Cars to the Lessee upon the following terms and conditions:

1. Status of Lessee. Lessee has executed the Lease and this Supplement individually and as agent for its affiliate, the Chesapeake and Ohio Railroad Company.

2. Applicability of Supplement Terms. Except with respect to Section 1 above, this Supplement shall have no effect on any cars covered by the Lease (as defined therein) and shall only apply to those Cars defined herein.

3. Incorporation of Lease Terms. The parties agree that all terms of the Lease which are not changed herein and which are not inconsistent herewith are hereby incorporated in their entirety.

4. Definitions. Section 1 of the Lease is incorporated with the following changes:

(a) "Cars" means, collectively, the 100-ton open top coal hopper cars identified in Schedule A-1, attached hereto and made a part hereof, as the same may be amended, modified or supplemented in writing from time to time hereunder.

(b) "Effective Date" means with respect to the Cars the first day of the month following delivery and acceptance of the 99th Car hereunder, or if deliver and acceptance of the 99th Car on the first day of any month, then that day.

5. Delivery and Acceptance of Cars. Section 2 of the Lease is incorporated with the following changes:

Lessor agrees to deliver 99 Cars in Good Operating Condition on or before September 1, 1987.

6. Rentals. Section 4 of the Lease is incorporated with the following changes:

The Lessee agrees to pay the Lessor rental for each Car subject to this Supplement in installments, payable ★ on the Rent Payment Dates, beginning on the Effective Date. Each ★ payment shall be in the amount of ★ each per Car.

In addition, the Lessee agrees to pay the Lessor interim rental as follows:

On the Effective Date the daily rate of ★ per Car for the period from the Acceptance Date for each Car through the day preceding the Effective Date.

7. Term of Lease. Section 5 of the Lease is incorporated with the following changes:

The term of this Supplement with respect to the Cars shall begin on the Effective Date and, unless sooner terminated in accordance with the provisions of the Supplement, shall end seventy two (72) months from the Effective Date.

8. Maintenance and Repair of Cars. Section 10(c) of the Lease is incorporated with the following changes:

If repairs or alteration to the Cars not presently contemplated by the parties are required by any governmental or non-governmental agency having jurisdiction over the operation, safe condition, maintenance or use of the Cars, Lessor shall be responsible for making such repairs or alterations and Lessee shall have no responsibility with respect thereto. Lessee shall have no Credit to claim with respect to such repairs or alterations.

The term of this Supplement will be extended for each Car without the obligation to pay additional rent, by the number of days that the Car is out of service to the Lessee while such repairs or alterations are made.

★ The figures and terms are set forth in the original lease.

9. No Purchase or Renewal Option. Section 16 of the Lease does not apply with respect to the Cars.

IN WITNESS WHEREOF, the Lessor and the Lessee, each pursuant to due authority, have caused these presents to be signed in their respective names as of the date first above written.

Attest:

[SEAL]

Title: _____

HM JOINT VENTURE

BY: HELM EQUIPMENT LEASING
CORPORATION, joint venturer

By: [Signature]

Title: EDP

Attest:

[SEAL]

Title: _____

BY: MANSBACH REALTY COMPANY,
joint venturer

By: [Signature]

Title: President

Attest:

[SEAL]

Title: [Signature]

CSX TRANSPORTATION, INC., indi-
vidually and as Agent for the
Chesapeake and Ohio Railroad
Company

By: [Signature]

Title: VP - CSX Equipment

CONSENT:

Attest:

[SEAL]

Title: [Signature]

FIRST NATIONAL BANK OF
LOUISVILLE

By: [Signature]

Title: SR. VICE PRESIDENT

STATE OF Massachusetts)
CITY OF Boston) ss.

I, Robert A. Smith, a Notary Public in and for the state and county aforesaid, do hereby certify that Donald W. Smith of HELM EQUIPMENT LEASING CORPORATION, a Massachusetts corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he is EMP he signed, sealed and delivered the aforesaid instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority of its Board of Directors, as his free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand notarial seal this 20th day of July, 1987.

Robert A. Smith
Notary Public

My commission expires 7/1/87

STATE OF Kentucky)
COUNTY OF Jefferson) ss.

I, Edward B. Smith, a Notary Public in and for the state and county aforesaid, do hereby certify that Donald W. Smith of MANSBACH REALTY COMPANY, a Kentucky corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he is President, he signed, sealed and delivered the aforesaid instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority of its Board of Directors, as his free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand notarial seal this 14 day of July, 1987.

Edward B. Smith
Notary Public

My commission expires 7/1/87

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 22nd day of June, 1987, before me personally appeared Douglass W. List, Vice President - CSX Equipment, to me personally known, who being by me duly sworn says that such person is authorized by CSX Transportation, Inc., to sign the foregoing First Supplement to Lease of Railroad Equipment on its behalf, that the foregoing First Supplement was signed on behalf of said corporation by authority of its Board of Directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Helene A. Klein
Notary Public

My Commission Expires: July 1, 1990

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

I, DAVID EUGENE MATTHEWS, a Notary Public in and for the state and county aforesaid, do hereby certify that JOHN H. HATTIS of FIRST NATIONAL BANK OF LOUISVILLE, a NOT-DOMESTIC PERSONAL SERVICE corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he is SALES PRESIDENT, he signed, sealed and delivered the aforesaid instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority of its Board of Directors, as his free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of June, 1987.

David Eugene Matthews
Notary Public

My commission expires

Notary Public, State at Large, KY
My commission expires Apr. 10, 1989

SCHEDULE A-1 TO
FIRST SUPPLEMENT TO LEASE OF RAILROAD EQUIPMENT

OLD NUMBERS

UMP 7100	UMPX 7101-7102	WSOR 7104	WSOX 7128
UMP 7103	UMPX 7105	WSOR 7106-7107	WSOX 7153
UMP 7113-7114	UMPX 7108-7110	WSOR 7111-7112	WSOX 7192
UMP 7116	UMPX 7118	WSOR 7115	
UMP 7119	UMPX 7120	WSOR 7117	
UMP 7121-7122	UMPX 7124	WSOR 7123	
UMP 7127	UMPX 7125-7126	WSOR 7129	
UMP 7130	UMPX 7137	WSOR 7131	
UMP 7132	UMPX 7139	WSOR 7133-7135	
UMP 7136	UMPX 7146	WSOR 7140	
UMP 7138	UMPX 7164	WSOR 7143	
UMP 7141-7142	UMPX 7169	WSOR 7145	
UMP 7144	UMPX 7172	WSOR 7148	
UMP 7147	UMPX 7174	WSOR 7152	
UMP 7149-7151	UMPX 7176	WSOR 7154-7157	
UMP 7158	UMPX 7180-7181	WSOR 7159-7160	
UMP 7161	UMPX 7185	WSOR 7163	
UMP 7171	UMPX 7187-7191	WSOR 7165-7168	
UMP 7173	UMPX 7198	WSOR 7170	
UMP 7175		WSOR 7177	
UMP 7178		WSOR 7179	
UMP 7182-7183		WSOR 7184	
UMP 7186		WSOR 7193	
UMP 7194-7195		WSOR 7196-7197	
UMP 7199			

NEW NUMBERS

ALL MARKS WILL BE CHANGED TO THE PREFIX "SOCX" AND WILL HAVE THE NUMBER "1" PLACED IN FRONT OF EACH CAR NUMBER AFTER THE PREFIX SUCH THAT THE NEW SERIES IS SOCX 17100-17127, 17129-17199.